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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 3rd May, 2024

No. 13/2/113-HII(2)-2024/7264.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **114/2021** dated **22.03.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

VISHNU PARSHAD, S/O SH. KALU RAM, H.NO.538, SAINI VIHAR, PHASE-II, BALTANA, DISTRICT MOHALI. (Workman)

AND

M/S ON DOT COURIER & EXPRESS CARGO PVT. LTD., PLOT NO.27, INDUSTRIAL AREA, PHASE - II, CHANDIGARH THROUGH ITS MANAGING DIRECTOR. (Management)

AWARD

1. Vishnu Parshad, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that on 01.06.1998 the workman was appointed as Operator by the management of M/s On-Dot Courier & Cargo Ltd. Later on the management changes the name of its establishment and started its work under the name & style of M/s On-Dot Courier & Express Cargo Pvt. Ltd. All the staff including the workman started work in the new named establishment with continuity of service and all benefits intact. There was no change in the management, work place, nature of job and infrastructure etc. after the change of name of the establishment. The workman was drawing ₹ 15,540/- as wages per month at the time of termination which is less than the minimum rate of wages. On 01.04.2020 as usual the workman went to attend his normal duties but he was refused work by the management without giving any reason and notice. The refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. The workman is not well versed with the law and on ill advice of someone inadvertently he served upon Mr. K. K. Sharma a demand notice dated 03.06.2020 for

(1441)

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his reinstatement and other legal dues. He remained in continuous employment from 01.06.1998 to 31.03.2020. He had worked for more than 240 days preceding the date of termination. For his reinstatement the workman served upon the management a demand notice dated 07.03.2021. The management neither denied the contents of the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The Conciliation Officer intervened but the management did not appear before the Conciliation Officer, U.T. Chandigarh on any date fixed for settlement. The workman remained unemployed during the period i.e. from the date of termination to till date. The action of the management in terminating the services of the workman is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. Prayer is made that the workman may be reinstated with continuity of service along with full back wages and without any change in his service condition.

3. On notice issued for 02.12.2021 the management was served through Smt. Neeraj. None appeared on behalf of the management despite service. Vide order dated 02.12.2021 the management was proceeded against ex-parte.

4. In ex-parte evidence, workman Vishnu Parshad examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 22.03.2024 Learned Representative for the workman closed ex-parte evidence on behalf of the workman.

5. I have heard the arguments of Learned Representative for the workman and perused the judicial file.

6. In order to prove its case, workman Vishnu Parshad examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for the sake of brevity.

7. From the evidence led by the workman, it is established that on dated 01.06.1998 the workman joined as Operator with the management of M/s On-Dot Courier and Cargo Ltd., which later on in October 2019 changed its name to M/s On-Dot Courier and Express Cargo Pvt. Ltd. At the time of change of the name of the establishment from M/s On-Dot Courier & Cargo Ltd. to M/s On-Dot Courier & Express Cargo Pvt. Ltd., the establishment remained the same and consequently the workman started working in the new named establishment i.e. M/s On-Dot Courier & Express Cargo Pvt. Ltd. with continuity of service and all the benefits intact. On 01.04.2020 his services were terminated with verbal order by the management without assigning any reason and without issuance of any notice. The workman remained in continuous service of the management from 01.06.1998 to 31.03.2020 and thus completed continuous service of more than 240 days in 12 calendar months preceding termination. Thus, workman fulfils the requirement of Section 25B of the ID Act. Once, the requirement of Section 25B of the ID Act is fulfilled, the management / employer before terminating the services is bound to comply with the conditions precedent for retrenchment as envisaged in Section 25F of the ID Act. By Section 25F of the ID Act a prohibition against retrenchment, until the conditions prescribed by that section are fulfilled is imposed. For better appreciation Section 25F of the ID Act is extracted herein below :-

"25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*

- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) *notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

8. The workman has specifically alleged that before termination of his services neither any charge sheet was issued nor any inquiry was held and he was not paid retrenchment compensation at the time of termination. In the present case, despite service of notice none has appeared on behalf of the management to prove compliance of the conditions laid down in Section 25F of the ID Act. The testimony of workman / AW1 has gone un-rebutted and un-challenged as none appeared on behalf of the management to contest the claim statement and preferred to be proceeded against ex-parte. There is no reason to disbelieve the evidence led by the workman.

9. In view of the reasons recorded above, the termination of services of the workman is illegal being in violation of Section 25F of the ID Act and the same is hereby set aside.

10. Workman has specifically pleaded that from the date of termination till date he has remained unemployed.

11. In view of the discussion made above, the workman is held entitled to reinstatement with continuity of service along with 50% back wages. Accordingly, this industrial dispute is ex-parte allowed. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152.

Dated : 22.03.2024.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 3rd May, 2024

No. 13/2/116-HII(2)-2024/7266.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **110/2021** dated **22.03.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SUSHIL KUMAR S/O SH. RAMESH CHAND, H.NO.2366, SECTOR 52, CHANDIGARH.
(Workman)

AND

M/S ON DOT COURIER & EXPRESS CARGO PVT. LTD., PLOT NO.27, INDUSTRIAL AREA,
PHASE - II, CHANDIGARH THROUGH ITS MANAGING DIRECTOR. (Management)

AWARD

1. Sushil Kumar, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that on 01.01.2019 the workman was appointed as Operator by the management of M/s On-Dot Courier & Cargo Ltd. Later on the management changes the name of its establishment and started its work under the name & style of M/s On-Dot Courier & Express Cargo Pvt. Ltd. All the staff including the workman started work in the new named establishment with continuity of service and all benefits intact. There was no change in the management, work place, nature of job and infrastructure etc. after the change of name of the establishment. The workman was drawing ₹ 8,000/- as wages per month at the time of termination which is less than the minimum rate of wages. On 01.04.2020 as usual the workman went to attend his normal duties but he was refused work by the management without assigning any reason and notice. The refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. The workman is not well versed with the law and on ill advice of someone inadvertently he served upon Mr. K. K. Sharma a demand notice dated 03.06.2020 for his reinstatement and other legal dues. He remained in continuous employment from 01.01.2019 to 31.03.2020. He had worked for more than 240 days preceding the date of termination. For his reinstatement the workman served upon the management a demand notice dated 07.03.2021. The management neither denied the contents of the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The Conciliation Officer intervened but the management did not appear before the Conciliation Officer, U.T. Chandigarh on any date fixed for settlement. The workman remained unemployed during the period i.e. from the date of termination to till date. The action of the management in terminating the services of the workman is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. Prayer is made that the workman may be reinstated with continuity of service along with full back wages and without any change in his service condition.

3. On notice issued for 01.12.2021 the management was served through Smt. Neeraj. None appeared on behalf of the management despite service. Vide order dated 01.12.2021 the management was proceeded against ex-parte.

4. In ex-parte evidence, workman Sushi Kumar examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 22.03.2024 Learned Representative for the workman closed ex-parte evidence on behalf of the workman.

5. I have heard the arguments of Learned Representative for the workman and perused the judicial file.

6. In order to prove its case, workman Sushi Kumar examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for the sake of brevity.

7. From the evidence led by the workman, it is established that on dated 01.01.2019 the workman joined as Operator with the management of M/s On-Dot Courier and Cargo Ltd., which later on in October 2019 changed its name to M/s On-Dot Courier and Express Cargo Pvt. Ltd. At the time of change of the name of the establishment from M/s On-Dot Courier & Cargo Ltd. to M/s On-Dot Courier & Express Cargo Pvt. Ltd., the establishment remained the same and consequently the workman started working in the new named establishment i.e. M/s On-Dot Courier & Express Cargo Pvt. Ltd. with continuity of service and all the benefits intact. On 01.04.2020 his services were terminated with verbal order by the management without assigning any reason and without issuance of any notice. The workman remained in continuous service of the management from 01.01.2019 to 31.03.2020 and thus completed continuous service of more than 240 days in 12 calendar months preceding termination. Thus, workman fulfils the requirement of Section 25B of the ID Act. Once, the requirement of Section 25B of the ID Act is fulfilled, the management / employer before terminating the services is bound to comply with the conditions precedent for retrenchment as envisaged in Section 25F of the ID Act. By Section 25F of the ID Act a prohibition against retrenchment, until the conditions prescribed by that section are fulfilled is imposed. For better appreciation Section 25F of the ID Act is extracted herein below :-

"25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

8. The workman has specifically alleged that before termination of his services neither any charge sheet was issued nor any inquiry was held and he was not paid retrenchment compensation at the time of termination. In the present case, despite service of notice none has appeared on behalf of the management to prove compliance of the conditions laid down in Section 25F of the ID Act. The testimony of workman / AW1 has gone un-rebutted and un-challenged as none appeared on behalf of the management to contest the claim statement and preferred to be proceeded against ex-parte. There is no reason to disbelieve the evidence led by the workman.

9. In view of the reasons recorded above, the termination of services of the workman is illegal being in violation of Section 25F of the ID Act and the same is hereby set aside.

10. Workman has specifically pleaded that from the date of termination till date he has remained unemployed.

11. In view of the discussion made above, the workman is held entitled to reinstatement with continuity of service along with 50% back wages. Accordingly, this industrial dispute is ex-parte allowed. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152.

Dated : 22.03.2024.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 3rd May, 2024

No. 13/2/117-HII(2)-2024/7268.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **67/2018** dated **20.03.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RANJODH SINGH S/O SH. BALWINDER SINGH, AGED 33 YEARS, R/O VILLAGE BHARONJIAN, POST OFFICE MULLANPUR GARIBDAS, DISTRICT MOHALI, PUNJAB.
(Workman)

AND

1. M/S SECURE GUARD SECURITY & MANPOWER SERVICES, PLOT NO.151, INDUSTRIAL AREA, PHASE-II, CHANDIGARH THROUGH ITS PROPRIETOR/OCCUPIER AND MANAGER.
2. SH. RAM ACHAL YADAV, SENIOR ASSISTANT-CUM-MANAGER, PANCHAYAT BHAWAN, O/O U.T. STATE GUEST HOUSE, CHANDIGARH.
3. THE DIRECTOR HOSPITALITY, CHANDIGARH ADMINISTRATION, CHANDIGARH.
(Management)

AWARD

1. Ranjodh Singh, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

*This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>*

2. Briefly stated the averments of claim statement are that the workman was appointed as Houseman by Shri Ram Achal Yadav - Senior Assistant-cum-Manager, Panchayat Bhawan, O/o U.T. Guest House, Chandigarh / management No.2 through Proprietor of M/s Secure Guard Security & Manpower Services i.e. management No.1. The workman continuously worked at the work place up to 30.04.2018 without any break or interruption in service. The last drawn wages of the workman were ₹ 10,718/- per month. The workman successfully performed his duties as per instructions of the management. The workman was punctual and honest towards his duties. The managements were entirely satisfied with his work & conduct. The workman was working under the direct control & supervision of management No.1 & 2. On 01.05.2018 workman reported for duty but one Kamal (Housekeeping Supervisor) the senior official of the management No.2 refused to allow him duty and to enter in the premises as per the instructions of management No.2. The workman had made several verbal and written requests to allow him on duty but the managements did not hear any single request which is unfair labour practice. It is a clear cut case of well-planned illegal termination by the managements. The services of the workman have been terminated without any fault of the workman. The managements verbally terminated the services of the workman without giving any prior notice. When the workman approached the concerned authorities of the management, they do not assign any reason of termination of his services. This behaviour of the managements clearly shows their malafide intention in terminating the services of the workman which is violation of principles of natural justice. The workman is unemployed after his services were arbitrarily terminated by the managements. The managements have not issued any memo, charge sheet nor conducted any inquiry in any matter before termination till date because the workman has no fault. The workman several times requested verbally and in writing, the concerned officer to take him back on duty but the managements did not hear his genuine requests. The management has not offered notice pay and compensation to the workman. The management violated the pre-condition of Section 25F of the ID Act at the time of refusal to the workman. The job of the workman exists as it is till date. The junior to the workman are still retained in service by the management which is a serious violation of Section 25F, 25G, 25H and other provisions of the ID Act. The illegal termination order has badly distributed the survival of the workman and his family in his difficult days. During the conciliation proceedings before the Conciliation Officer, U.T. Chandigarh the management was strictly directed to reinstate the workman with continuity of service but the management No.2 never agreed to comply with the order of the Conciliation Officer, U.T. Chandigarh. On the said settlement the workman has sent re-joining letter to management No.3 but no satisfactory response is given. The workman is entitled for 14 days sick leave with wages, 7 days casual leave, 15 days earned leave with wages annually under the provisions of The Punjab Industrial Establishment National & Festival Holidays and Casual and Sick Leaves Act, 1965 with Rules and under Section 79 of the Factories Act, 1948. The managements never allowed leave with wages according to above law. Whenever he required leave due to his personal / family work or illness, he availed only sanctioned leaves. Every time the managements deducted wages of leave days. The managements never issued leave cards to the workman during his service. The service of the workman is uninterrupted, continuous with the managements from the date of joining till termination, according to Section 25B of the ID Act. Prayer is made that order of termination may be declared illegal and the workman may be reinstated with continuity of service along with full back wages and other applicable consequential benefits.

3. On notice, management No.1 contested the claim statement by filing written reply on 08.10.2018 wherein it is stated that contract was awarded to management No.1 w.e.f. 01.12.2017 by the Hospitality Department, Chandigarh Administration vide No.HO-DH-2017/1721 dated 08.12.2017. The workman submitted a claim application dated 14.05.2018 and Assistant Labour Commissioner, U.T. Chandigarh desired to attend his office on 29.05.2018 for sorting out the issue on the claim application of the workman. Vide letter No.SG/SMS/2018/339 dated 28.05.2018 Assistant Labour Commissioner, U.T. Chandigarh was apprised of the position that the workman was refused to work on 01.05.2018 by the Department itself and it was for the department to justify the same. Assistant Labour Commissioner, U.T. Chandigarh vide Memo No.2837 dated 28.06.2018 issued instructions that the workman shall join the duties at U.T. State Guest House. Vide letter No.SG/SMS/2018/484 dated 28.06.2018 with a copy of letter No.2837 dated 28.06.2018 from Assistant Labour Commissioner, U.T. Chandigarh to Director Hospitality Department, U.T. Chandigarh with a request to allow workman to join the duty. It has been amply made clear in order No. 2837 dated

28.06.2018 by the Assistant Labour Commissioner, U.T. Chandigarh that Representative of the department had not attended the preliminary conciliation meetings and on the statement of workman, Representative of the agency issued instructions dated 28.06.2018 which were conveyed by the Assistant Labour Commissioner, U.T. Chandigarh to all concerned. Assistant labour Commissioner, U.T. Chandigarh vide answering management's letter No.SG/SMS/2018/497 dated 04.07.2018 was apprised of the position for his kind reference. Assistant Labour Commissioner, vide office Memo No.2848 dated 28.06.2018 conveyed that violation of Section 25T of the ID Act, unfair labour practice lies upon the management. They had allowed the workman to join duty and a compliance report was sent to Assistant Labour Commissioner, U.T. Chandigarh vide their letter No.SG/SMS/2018/497 dated 04.07.2008. Prayer is made that the position explained above may be considered and the case of Mr. Ranjodh Singh may be decided on merits.

4. Management No.2 & 3 contested the claim statement by filing written statement jointly (written statement signed by the Director, Hospitality Chandigarh Administration / management No. 3) wherein preliminary objections are raised on the ground that the workman is guilty of mis-representing the facts and of *supprescio vari* and *exprescio falsi* to the extent that the workman has completely misconceived, suppressed true and material facts. As such, the workman has approached this Court with unclean hands. Since the workman was employed through contractor / management No.1, hence, the provisions of Chapter V-A including Section 25F, 25G & 25H are not applicable. There is privity of contract between the management No.2 & 3 as the workman was employed by the management No.1. It is prerogative of the management No.1 to engage, disengage or transfer the services of the workman. The length of service of the employee employed through contractor does not qualify him to attract the provisions of Chapter V-A of the ID Act. The work & conduct of the workman was found not satisfactory and complaints in this regard were received from the housekeeping and the same were forwarded to the contractor / management No.1 for necessary action. Thus, no fault can be found on the action taken by the contractor / management No.1 against the workman.

5. Further on merits, it is stated that the workman has distorted the facts. The true facts are that the workman was employed by the management No.1 who was offered the contract of providing manpower service to the management No.3. It is denied for want of knowledge as to on which date the workman was appointed by the management No.1. It is also denied for want of knowledge as to whether there is any break or interruption in his services. Reply in this regard can only be given by the management No.1. The guests who were staying in the guest house, maintained by management No.3, made complaints regarding improper cleanliness in the rooms and that the workman was not performing his duties properly. Even the workman misbehaved with the guests. The matter was brought to the notice by the In-charge of Housekeeping. Acting upon the report of In-charge, the matter was reported to the contractor i.e. management No.1 for explaining the position and to take appropriate action vide letter dated 19.04.2018. On the basis of letter what action has been taken by the contractor can only be answered by management No.1. The persons employed by the contractor can only be allowed duties, if the name of the same exists in the muster roll of the management No.1 (contractor). Since the muster roll maintained by the management No.1 from 01.05.2018 does not mention the name of the workman, hence, the workman was not rightly allowed to perform his duties. There is no unfair labour practice on behalf of management No.2 & 3. There is no termination order as such passed by the answering managements and there is no malafide towards the workman. The issuance of memo, charge-sheet, inquiry etc. lies with the management No.1. The provisions of Section 25F of the ID Act is not attracted as the workman is employee of the contractor. It is wrong that any directions were given to the management No.2 or 3 by the Conciliation Officer reinstate the workman as the Conciliation Officer under Section 12 of the ID Act has not power to give any directions. The provision of Section 25B of the ID Act is not applicable. The record relating to appointment, wages, etc. of the workman are to be maintained by the management No.1 and has no concern with the answering management. Further similar stand is taken as taken in the preliminary objections. Rest of the averments of claim statement are denied as wrong and prayer is made that reference may be answered against the workman and in favour of the managements.

6. Replication not filed. From the pleadings of the parties, following issues were framed vide order dated 09.07.2019 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there is no employer-employee relationship between management No.2 & 3 and workman ? OPM-2&3
3. Relief.

7. In evidence, workman Ranjodh Singh examined himself as AW1 and tendered into evidence his affidavit Exhibit 'AW1/A' along with representation dated Nil moved by him to the Director, U.T. State Guest House, Chandigarh requesting to allow him duty at U.T. Guest House vide Exhibit 'AW1/1' and copy of letter bearing Memo No.2837 dated 28.06.2018 addressed from Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh to M/s Secure Guard & manpower Services, Chandigarh relating to demand notice raised by Ranjodh Singh vide **Mark 'A'**. On 14.09.2022 the workman closed his evidence.

8. On the other hand, management No.1 examined MW1 R. L. Manchanda - Manager, Secure Guard Security & Manpower Services, who tendered his affidavit Exhibit 'MW1/A' along with self attested copies of documents Exhibit 'M1' to Exhibit 'M8'.

Exhibit 'M1' is award of contract awarded to M/s Secure Guard Security & Manpower Services by the Hospitality Department, Chandigarh bearing Endst. No.HO-DH-2017/1721 dated 08.12.2017.

Exhibit 'M2' is demand notice dated 14.05.2018 under Section 2A of the Industrial Disputes Act, 1947 raised by the workman Ranjodh Singh.

Exhibit 'M3' is notice issued by the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh to the M/s Secure Guard Security & Manpower Services, Plot No.161, Industrial Area, Phase - II, Chandigarh and Sh. Ram Achal Yadav, Senior Assistant-cum-Manager, Panchayat Bhawan, O/o U.T. State Guest House, Sector 6, U.T. Chandigarh bearing Memo No.1942 dated 21.05.2018 for conciliation proceedings to be held on 29.05.2018 at 2:30 P.M.

Exhibit 'M4' is letter bearing No.SG/SMS/2018/339 dated 28.05.2018 from the Secure Guard Security & Manpower Services to the Assistant Labour Commissioner-Cum-Conciliation Officer, U.T. Chandigarh regarding demand notice filed by Shri Ranjodh Singh.

Exhibit 'M5' is Memo No.2837 dated 28.06.2018 issued by the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh to Shri Ranjodh Singh, Village Bharonjian, PO Mullanpur Garibdass, District Mohali, Punjab, M/s Secure Guard Security & Manpower Services, Plot No.161, Industrial Area, Phase - II, Chandigarh and Sh. Ram Achal Yadav, Sr. Assistant-cum-Manager, Panchayat Bhawan, O/o U.T. State Guest House, Sector 6, U.T. Chandigarh.

Exhibit 'M6' is notice issued by the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh to the M/s Secure Guard Security & Manpower Services, Plot No.161, Industrial Area, Phase - II, Chandigarh and Sh. Ram Achal Yadav, Sr. Assistant-cum-Manager, Panchayat Bhawan, O/o U.T. State Guest House, Sector 6, U.T. Chandigarh bearing Memo No.2848 dated 28.06.2018 under Section 25(T) of the Industrial Disputes Act, 1947.

Exhibit 'M7' is letter bearing No.SG/SMS/2018/484 dated 28.06.2018 to the Director Hospitality, U.T. State Guest House, Chandigarh regarding allowing to join duty to Mr. Ranjodh Singh for the post of Houseman.

Exhibit 'M8' is copy of letter No.SG/SMS/2018/497 dated 04.07.2018 issued by M/s Secure Guard Security & Manpower Services regarding Notice under Section 25(T) of the Industrial Disputes Act, 1947.

9. On 09.02.2023 Learned Representative for management No.1 closed evidence.

10. Management No. 3 examined MW2 Arun Kumar - Senior Assistant, O/o Director Hospitality, U.T. Chandigarh, who tendered his affidavit Exhibit 'MW2/A' along with copy of documents Exhibit 'MW2/1' and Exhibit 'MW2/2' (original seen and returned).

Exhibit 'MW2/1' is noting sheet dated 16.04.2018 signed by Kamal (Housekeeping).

Exhibit 'MW2/2' is Memo No.HO-DH-2018/915 dated 19.04.2018 issued by Director Hospitality, Chandigarh Administration to M/s Secure Guard Security & Manpower Services.

11. On 27.02.2024 Learned Representative for managements No.2 & 3 closed oral evidence. On 20.03.2024 Learned Representative for managements No.2 & 3 closed documentary evidence.

12. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

Issues No. 1 & 2 :

13. Both these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

14. Onus to prove issue No.1 is on the workman and onus to prove issue No.2 is on managements No. 2 & 3.

15. To prove its case, workman Ranjodh Singh examined himself as his own witness as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for the sake of brevity. AW1 supported his oral versions with documents Exhibit 'AW1/1' and Mark 'A'.

16. On the other hand, MW1 R. L. Manchanda vide his affidavit Exhibit 'MW1/A' deposed that he is well conversant with the facts of the present case and competent to swear this affidavit. For the sake of brevity the contents of the written statement may be read as part and parcel of this affidavit. Add on the written statement, it is further submitted and reiterated that workman had joined purely on contract / outsource basis with management No.1. When the workman was not allowed to join duty on 01.05.2018, he had not approached the management No.1 for redressal of his grievance and served the demand notice dated 14.05.2018 under Section 2A of the ID Act. He further deposed that the workman had joined purely on contract / outsource basis with respondent No.1 (hereinafter management No.1). That when the workman was not allowed to join the duty on 01.05.2018 he had not approached the management No.1 for redressal of his grievance and served the demand notice dated 14.05.2018 under Section 2A of the ID Act. MW1 further deposed that the award of contract was awarded to Secure Guard Security & Manpower Services by the Hospitality Department, Chandigarh vide No.HO-DH-2017/1721 Dated 08.12.2017 and had not joined with Secure Guard on 10.04.2015 as stated in his demand notice dated 14.05.2018. Mr. Ranjodh Singh submitted a claim application dated 14.05.2018 and Assistant Labour Commissioner vide Memo No.1942 Dated 21.05.2018 desired to attend his office on 29.05.2018 for sorting out the issue on the claim application of Mr. Ranjodh Singh. Vide letter No.SG/SMS/2018/339 dated 28.05.2018 Assistant Labour Commissioner Chandigarh had been apprised of the position that Mr. Ranjodh Singh was refused to work on 01.05.2018 by the Department it-self. The Assistant Labour Commissioner Chandigarh vide Memo No.2837 dated 28.06.2018 issued instructions that Mr. Ranjodh Singh shall join duties at U.T Guest House Chandigarh. Vide letter No.SG/SMS/2018/484 Dated 28.06.2018 with a copy of letter No.2837 dated 28.06.2018 from Assistant Labour Commissioner, U.T. Chandigarh to Director Hospitality, U.T. Chandigarh was requested to allow Mr. Ranjodh Singh to join duty. It has amply been made clear in the order No.2837 dated 28.06.2018 by the Assistant Labour Commissioner that the representative of the department had not attended the preliminary conciliation meeting and on the statement of workman / representative of the Agency issued instructions dated 28.06.2018 were conveyed by the ALC, Chandigarh to all concerned. ALC, Chandigarh vide our Letter No.SG/SMS/2018/497 dated 04.07.2018 was apprised of the position. ALC, Chandigarh vide Office Memo No.2848

conveyed that violation of Section 25T of the ID Act unfair labour practice lies upon the department. management No.1 had allowed Mr. Ranjodh Singh to join duty and a compliance report was sent to ALC, Chandigarh vide our letter No.SG/SMS/2018/497 dated 04.07.2018. MW1 further deposed that in para 2 of the written statement it has been contended by the Office of U.T. Guest House that the matter was brought to the notice of management No.1 in regard to the work & conduct of the workman is frivolous, version as the department at the no stage attended the conciliation proceedings and this aspect was required to be contended at that time and the department should have awaited its outcome. The department at its on whims and fancies had not allowed the workman to perform duty on 01.05.2018 and violated the provisions of Law and is thus liable for its consequences. MW1 supported his oral version with documents Exhibit 'M1' to 'M8'.

17. Management No. 3 examined MW2 Arun Kumar Director Hospitality, U.T. Chandigarh, who vide his affidavit Exhibit 'MW2/A' deposed that he is working as Senior Assistant with the office of respondent No.3 (hereinafter management No.3) and is well conversant with the facts of the present case and is authorised by the competent authority to swear this affidavit. MW2 further deposed that the Director Hospitality, Chandigarh Administration, arrayed as management No.3, hired an outsourcing agency namely M/s Secure Guard Security arrayed as respondent No.1 to provide manpower. Thus, no employee-employer relationship existed between the workman and the Hospitality Department, Chandigarh Administration and UT Guest House, Chandigarh. The workman was employed by management No.1 and has an employer-employee relationship with M/s Secure Guard Security. M/s Secure Guard Security & Manpower Services, Chandigarh (management No. 1) was given the contract of providing the manpower service from 10.04.2015 to 30.04.2018. Thereafter the work & conduct of the workman was not found satisfactory and the guests staying in the Guest house, maintained by Hospitality Department, Chandigarh Administration, Chandigarh (management No.3), made complaints regarding improper cleanliness in the rooms and that the workman was not performing his duties properly. This matter was brought to the notice by the In-charge of Housekeeping. Vide letter dated 16.04.2018, the matter was reported to management No. 1 vide letter dated 19.04.2018 for replacing the workman as no employee-employer relationship existed between the workman and management No.2 & 3. The outsourcing agency (M/s Secure Guard Security) removed the name of the workman from muster roll from 01.05.2018 and replaced him with other workman. The workman, Ranjodh Singh raised a dispute before the Assistant Labour Commissioner, UT Chandigarh. MW2 supported his oral version with documents Exhibit 'MW2/1' and Exhibit 'MW2/2'.

18. From the oral as well as documentary evidence led by the parties, it comes out that admittedly workman was employed by the contractor / management No.1 and deputed to work with management No.2. In this regard, AW1 / workman when put to cross-examination by the management No.1 admitted as correct that the workman was deployed on outsource basis through Secure Guard at U.T. Guest House. Furthermore, it is undeniable fact that management No.1 is the employer / contractor and managements No. 2 & 3 are the principal employer.

19. Learned Representative for the workman argued that workman was under the direct control and supervision of the managements No.1 to 3. On the other hand, it is argued by Learned Representative for the management No.2 & 3 that the services of the workman were under the control and supervision of the contractor. The workman was paid salary by the management No.1 and the managements No.2 & 3 have no concern with if the services of the workman are terminated by the contractor / management No.1. During deployment with management No.2 & 3, there were report dated 16.11.2018 from official Kamal, Housekeeping against the workman vide Exhibit 'MW2/1'. In report Exhibit 'MW2/1', it was reported that Ranjodh Singh - Houseman is not performing his duties properly since last two months. He does not clean the rooms properly. Some guests staying in rooms have made verbal complaints regarding improper cleanliness in the rooms. It was further reported that he does not perform his duties properly rather he remains busy here and there on his mobile phone. When he is asked to perform his duties properly, he does not pay attention rather mis-behave and says that he will perform his duties according to his own wishes. Learned Representative for management No.2 &

3 argued that on receipt of report Exhibit 'MW2/1' the management of U.T. Guest House recommended the aforesaid report to the service provider i.e. M/s Secure Guard Security & Manpower Services - management No.1 to take action against him as per the rules. To my opinion, the aforesaid arguments advanced by Learned Representative for management No.2 & 3 carries force because management No.1 did not dispute the receipt of recommendations from U.T. Guest House seeking to take action against the workman for negligence performance of duty. The recommendation made by the department of Director Hospitality, Chandigarh Administration to the contractor-management No.1 seeking to take action against the workman would support the plea of management No.2 & 3 that the workman was an outsource employee deployed by the contractor-employer. MW1 in his cross-examination conducted by the workman stated that management No. 1 did not issue any salary certificate or service certificate to the workman as the same is issued on demand but in the present case, the workman never demanded the same. The aforesaid version of MW1 would suggest that the service record of the workman is maintained by the contractor. As per the judgment referred by Learned Representative for management No.2, the expression 'control and supervision' in the context of contract labour has been explained by the Hon'ble Apex Court of India in ***International Airport Authority of India Versus International Air Cargo Workers' Union reported in (2009) 13 SCC 374*** in para 38 and 39 held as below :-

"38.if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.

39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor."

20. In view of the aforesaid judgment, which is applicable to the facts of the present case to an extent, the workman is direct employee of the contractor-management No.1 and the control of principal employer-management No.2 & 3 is secondary in nature as control over the workman is exercised by management No.2 & 3 only after the workman has been assigned to the principal employer to do a particular work. Therefore, there is no direct relationship of employer-employee between the managements No.2 & 3 and the workman. Moreover, the contract of management No.1 with management No.2 & 3 has already come to an end. MW1 when put to cross-examination by management No.2 & 3 stated that the contract of management No.3 with the management No.1 came to an end on 31.12.2018.

21. The period of service of a workman as an outsource employee w.e.f. 10.04.2015 to 30.04.2018 is not in dispute. The services of the workman were allegedly terminated by verbal order on 30.04.2018. The workman is proved to have completed continuous period of more than 240 days in 12 calendar months preceding termination of his services. Thus, the workman fulfills the requirement of Section 25B of the ID Act.

22. It is argued by Learned Representative for the workman that before termination of services of the workman by verbal order, the condition laid down in Section 25F are not complied with. On the other hand, it is argued by Learned Representative for the management No.1 that the services of the workman were never

terminated. Management No.1 came to know about the alleged termination of his services when the workman raised demand notice and the matter was put up before the Assistant Labour Commissioner and Conciliation Officer, U.T. Chandigarh. During the conciliation proceedings on account of agreement between the workman and management No.1 the workman was directed to join the duties of U.T. State Guest House, Chandigarh immediately with continuity of services vide order dated 28.06.2018 passed by the Assistant Commissioner-cum-Conciliation Officer, U.T. Chandigarh / Mark 'A'. Learned Representative for the management No.1 referred the relevant portion of Mark 'A' which is reproduced as below :-

"As agreed by the both (1. Sh. Ranjodh Singh, Village Bharonjian, Post Office, Mullanpur Garibdass, Distt. Mohali (PB.) and 2) M/s Secure Guard Security & Manpower Services, Plot No. 151, Industrial Area, Phase-II, Chandigarh) parties before the undersigned on 26.06.2018. Sh. Ranjodh Singh, Village Bharonjian, Post office, Mullanpur Garibdass, Distt. Mohali (PB.) shall join the duties at U.T State Guest House, Chandigarh, immediately with continue services.

If, you are fail to complie the breach of contract both the parties for worker to join the duty which is violation as per section 29 of the Industrial Disputes Act, 1947, legal action will be taken, accordingly."

23. Management No.1 in compliance with order Mark 'A' issued letter dated 28.06.2018 / Exhibit 'M7' to Director Hospitality, U.T. Guest House, Chandigarh to allow to join duty to workman Ranjodh Singh for the post of Houseman with immediate effect. Learned Representative for the management No.1 argued that despite issuance of letter Exhibit 'M7' the workman did not report on duty with the management No.3. In case, as alleged by the workman, he was not allowed to join duty by the management No.3, in that situation the workman did not report the same to the management No.1. In this manner, the workman himself abandoned the job. On the other hand, it is argued by Learned Representative for the workman despite issuance of directions vide mark 'A' neither management No.1 has taken back the work on duty nor management No.3 allowed the workman to rejoin the duty which is unfair labour practice.

24. To my opinion, the workman is required to prove the fact that on issuance of letter Exhibit 'M7' he visited the office of management No.3 and applied for rejoining. In the present case, workman / AW1 when put to cross-examination by the management No.1 admitted as correct that after advice of Conciliation Officer he reported for duty and the management No.1 had given him a letter dated 28.06.2018. The aforesaid version of AW1 would strengthen the plea of management No.3 that in compliance with the directions of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh, letter dated 28.06.2018 / Exhibit 'M7' was issued allowing the workman to re-join duty with the management No.3. AW1 in his cross-examination conducted by management No.1 further stated that he submitted the same to the principal employer but the management No.2 did not allow him duty. The version of AW1 that he submitted letter Exhibit 'M7' to the principal employer and that the management No.2 did not allow him to join duty does not stand proved because AW1 in his cross-examination conducted by management No.2 & 3 in a self contradictory manner stated that he did not give any written request / letter for rejoining. AW1 further stated that he has not sent written request through any registered letter for rejoining. AW1 further stated that he did not receive any termination letter or relieving letter from the management. The argument advanced by Learned Representative for management No.2 & 3 that the letter dated 28.06.2018 / Exhibit 'M7' is never received by the management No.2 & 3 also stands proved from the cross-examination of MW1 wherein he has stated that he does not remember the date on which he had written a letter to management No.3 regarding the re-joining of services by the workman. MW1 voluntarily stated that he can tell the date after going through the record which he has brought today. MW1 was permitted by the Court to tell the date after going through the record. MW1 stated that the said letter was of dated 28.06.2018 which was sent by hand. MW1 stated that the said letter was not issued through registered post. From the aforesaid version of MW1 it is duly proved on record that the letter dated 28.06.2018 / Exhibit 'M7' was not issued through registered post. The version of MW1 that letter dated 28.06.2018 /

Exhibit 'M7' was delivered by hand also does not stand proved because MW1 in his cross-examination stated that he has seen copy of letter dated 28.06.2018 / Exhibit 'M7' on the judicial file which bears the signature of Ranjodh Singh and it does not bear the signatures of initials of any officials of management No.2 & 3 towards its receipt. The version of AW1 and MW1 referred above it is proved that the letter dated 28.06.2018 / Exhibit 'M7' is neither delivered by the management No.1 to the management No.2 & 3 nor submitted by the workman to the management No.2 & 3. However, it is duly proved on record that the letter dated 28.06.2018 / Exhibit 'M7' was delivered to the workman by the management No.1. It is own admission of the workman / AW1 during his cross-examination conducted by management No.2 & 3 that he did not give any written request / letter for rejoining and that he has not sent written request through any registered letter for rejoining. Since the workman is not proved to have applied to management No.2 & 3 for rejoining on the basis of letter dated 28.06.2018 / Exhibit 'M7', thus, there is no question of refusal to allow him to re-join duty by the management No.2 & 3. There is no document on record showing any kind of intimation by the workman to management No.1 that he was not allowed to rejoin duty in terms of letter dated 28.06.2018 / Exhibit 'M7'. MW1 denied the suggestion as wrong that after refusal the workman approached management No.1 with request to depute him at some other place as he has not been allowed to join duty by management No.2 & 3. The suggestion denied by witness is no evidence unless proved otherwise. There is no evidence of the workman to prove that after refusal to re-join duty he approached the management No.1 to depute him at some other place. In para 8 of the claim statement and para 8 of the affidavit Exhibit 'AW1/A' workman has alleged that "On the said settlement the workman has sent re-joining letter to the respondent No.3 but there is no satisfactory response yet to be taken". In the present case, the workman has failed to bring on record any written letter moved by him for re-joining to the management No.3. Moreover, the representation Exhibit 'AW1/A' addressed from the workman to the Director, U.T. State Guest House, Chandigarh is undated. Representation Exhibit 'AW1/1' is not proved to have been delivered to the Director, U.T. State Guest House, Chandigarh as the same is neither sent under the registered cover nor there is any postal receipt showing issuance of the letter nor it bears the signatures of any official of the Office of Director, U.T. State Guest House, Chandigarh regarding its receipt by hand. All the above mentioned facts & circumstances would lead to the inference that despite availing opportunity on the basis of letter dated 28.06.2018 / Exhibit 'M7' the workman did not apply for re-joining with the management No.2 & 3. Failure of the workman to resume service on the basis of letter dated 28.06.2018 / Exhibit 'M7' amounted to voluntary abandonment of service and cannot be termed as retrenchment. Hence, Section 25F of the ID Act would cease to apply on him.

25. Accordingly, issue No.1 is proved against the workman and in favour of managements and issue No.2 is proved in favour of managements No.2 & 3 and against the workman.

Relief :

26. In the view of foregoing finding on the issues above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152.

Dated : 20.03.2024.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 3rd May, 2024

No. 13/2/115-HII(2)-2024/7270.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **108/2021 dated 22.03.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ANJU SHARMA W/O SH. ASHOK KUMAR, H.NO.3116, SECTOR 19-D, CHANDIGARH.
(Workman)

AND

M/S ON DOT COURIER & EXPRESS CARGO PVT. LTD., PLOT NO.27, INDUSTRIAL AREA,
PHASE - II, CHANDIGARH THROUGH ITS MANAGING DIRECTOR. (Management)

AWARD

1. Anju Sharma, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that on 15.07.2019 the workman was appointed as Channel Coordinator by the management of M/s On-Dot Courier & Cargo Ltd. Later on the management changes the name of its establishment and started its work under the name & style of M/s On-Dot Courier & Express Cargo Pvt. Ltd. All the staff including the workman started work in the new named establishment with continuity of service and all benefits intact. There was no change in the management, work place, nature of job and infrastructure etc. after the change of name of the establishment. The workman was drawing ₹ 25,000/- as wages per month at the time of termination which is less than the minimum rate of wages. On 01.04.2020 as usual the workman went to attend her normal duties but she was refused work by the management without assigning any reason and notice. The refusal of work which amounts to termination is retrenchment under Section 2(o) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. The workman is not well versed with the law and on ill advice of someone inadvertently she served upon Mr. K. K. Sharma a demand notice dated 03.06.2020 for her reinstatement and other legal dues. She remained in continuous employment from 15.07.2019 to 31.03.2020. She had worked for more than 240 days preceding the date of termination. For her reinstatement the workman served upon the management a demand notice dated 07.03.2021. The management neither denied the contents of the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The Conciliation Officer intervened but the management did not appear before the Conciliation Officer, U.T. Chandigarh on any date fixed for settlement. The workman remained unemployed during the period i.e. from the date of termination to till date. The action of the management in terminating the services of the workman is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. Prayer is made that the workman may be reinstated with continuity of service along with full back wages and without any change in her service condition.

3. On notice issued for 01.12.2021 the management was served through Smt. Neeraj. None appeared on behalf of the management despite service. Vide order dated 01.12.2021 the management was proceeded against ex-parte.

4. In ex-parte evidence, workman Anju Sharma examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A'. On 22.03.2024 Learned Representative for the workman closed ex-parte evidence on behalf of the workman.

5. I have heard the arguments of Learned Representative for the workman and perused the judicial file.

6. In order to prove its case, workman Anju Sharma examined herself as AW1 and vide her affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for the sake of brevity.

7. From the evidence led by the workman, it is established that on dated 15.07.2019 the workman joined as Channel Coordinator with the management of M/s On-Dot Courier and Cargo Ltd., which later on in October 2019 changed its name to M/s On-Dot Courier and Express Cargo Pvt. Ltd. At the time of change of the name of the establishment from M/s On-Dot Courier & Cargo Ltd. to M/s On-Dot Courier & Express Cargo Pvt. Ltd., the establishment remained the same and consequently the workman started working in the new named establishment i.e. M/s On-Dot Courier & Express Cargo Pvt. Ltd. with continuity of service and all the benefits intact. On 01.04.2020 her services were terminated with verbal order by the management without assigning any reason and without issuance of any notice. The workman remained in continuous service of the management from 15.07.2019 to 31.03.2020 and thus completed continuous service of more than 240 days in 12 calendar months preceding termination. Thus, workman fulfils the requirement of Section 25B of the ID Act. Once, the requirement of Section 25B of the ID Act is fulfilled, the management / employer before terminating the services is bound to comply with the conditions precedent for retrenchment as envisaged in Section 25F of the ID Act. By Section 25F of the ID Act a prohibition against retrenchment, until the conditions prescribed by that section are fulfilled is imposed. For better appreciation Section 25F of the ID Act is extracted herein below :-

"25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."

8. The workman has specifically alleged that before termination of her services neither any charge sheet was issued nor any inquiry was held and she was not paid retrenchment compensation at the time of termination. In the present case, despite service of notice none has appeared on behalf of the management

to prove compliance of the conditions laid down in Section 25F of the ID Act. The testimony of workman / AW1 has gone un-rebutted and un-challenged as none appeared on behalf of the management to contest the claim statement and preferred to be proceeded against ex-parte. There is no reason to disbelieve the evidence led by the workman.

9. In view of the reasons recorded above, the termination of services of the workman is illegal being in violation of Section 25F of the ID Act and the same is hereby set aside.

10. Workman has specifically pleaded that from the date of termination till date she has remained unemployed.

11. In view of the discussion made above, the workman is held entitled to reinstatement with continuity of service along with 50% back wages. Accordingly, this industrial dispute is ex-parte allowed. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : 22.03.2024.

(Sd.) . . . ,
(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Surinder Prakash, S/o Kishan Dutt Sharma, R/o H.No. 3019, Sector 29-D, Tribune Colony, Chandigarh, changed my name Surinder Parkash.

[650-1]

I, Dulari Rani, W/o Yogindra Nath, R/o H.No. 3282, Sector 27-D, Chandigarh, has changed my name to Kamlesh Gupta.

[651-1]

I, Palak Babbar, S/o Sh. Rajinder Kumar Babbar, R/o 434/10, Mohalla Dera Sahib, Manimajra Chandigarh, do have changed my name from Palak to Palak Babbar.

[652-1]

I, Sunil Kumar, S/o Dhanpat Singh, # 2685-A, Sector 20-C, Chandigarh, have changed the name of my minor son from Kushal to Avy.

[653-1]

I, Aniket Dhlod, S/o Late Kishan Lal, R/o # 2511, Sector 25-D, Chandigarh. I have changed my name from Aniket Dhlod to Pinku.

[654-1]

I, Amrit Bahadur, S/o Khem Lal, House No. 2067, Dainik Bhaskar Colony, Sector 25-D, Chandigarh have changed my name from Amrit Bahadur to Amrit Bahadur Oli.

[655-1]

I, Mohammad Saffat, S/o Mohd. Ayyub, # 710, Mauli Jagran, Chandigarh, have changed my name to Mohd. Safaat.

[656-1]

I, Abhilasha, D/o Sh. Sohan Lal, R/o H.No. 1102, Landmark Hospital, Sector 33, Chandigarh, 160020 do hereby declare that I have changed my name from Abhilasha to Abhilasha Kumari.

[657-1]

I, Meera, D/o Late Matwar Parsad, R/o House No. 71, Sector 8-A, Chandigarh, have changed my name to Meera Raturi.

[658-1]

I, Lily Madhu, W/o Prasan Kandulna, R/o 355, Khuda Lahora, Chandigarh, 160014 have changed my name from Lili to Lily Madhu.

[659-1]

I, Ravinder Kumar Taank *alias* Ravinder, S/o Duli Chand Taank, # 305, Vikas Nagar Mauli Jagran, Chandigarh, have changed my name to Ravinder Kumar.

[660-1]

We, Sukhwinder Singh, S/o Daljit Singh # 3527, Sector 22-D, Chandigarh and Amandeep Kaur, W/o Sukhwinder Singh, # 3527, Sector 22-D, Chandigarh, do hereby declare that we have adopted a baby girl namely Mehakpreet Kaur D/o Gurtej Singh and Kuldeep Kaur of Village Panjali Kalan, Distt. Fatehgarh Sahib on dated 03/04/2024. Now, we have changed the name of our minor daughter from Mehakpreet Kaur to Nimrat Kaur.

[661-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."